

Contract no. 1587

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RUTGERS UNIVERSITY

AGREEMENT

between

TOWNSHIP OF EWING

and

EMERGENCY MEDICAL TECHNICIANS

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL 393

JANUARY 1, 1992 - JUNE 30, 1994

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September 2, 1992
TB YW

AGREEMENT

THIS AGREEMENT is made and entered into effective as of the first day of January, 1992, by and between the TOWNSHIP OF EWING, IN THE COUNTY OF MERCER AND STATE OF NEW JERSEY, having its principal place of business at 2 Municipal Drive, West Trenton, New Jersey 08628 (hereinafter referred to as the "Employer") and FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 393 (Emergency Medical Technicians), having its principal offices at 1544 Irving Street, Rahway, New Jersey 07065 (hereinafter referred to as the "Union").

W I T N E S S E T H:

WHEREAS, it is the desire of the parties to promote mutual cooperation and harmony and to formulate rules for the guidance of the parties;

NOW THEREFORE, in consideration of the mutual promises made by each of the parties to the other and good and valuable consideration in the promises, the parties hereto agree as follows:

ARTICLE I

SECTION I: RECOGNITION

The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of collective negotiations of salaries and wages, hours of work, and other fringe benefits, terms and conditions of employment for all full-time permanent and full-time provisional employees, and permanent part-time and provisional part-time employees (defined as employees who must work a minimum of twenty (20) hours per week), in the title of Emergency

Medical Technician, and for such additional classifications as the parties may later agree to include.

SECTION II: EQUAL TREATMENT AND NONDISCRIMINATION

The Employer and Union agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, sexual preference, religion, political affiliation, physical handicap, marital status, Union membership or Union activities. However, the Union and Employer agree that employees of the unit must be able to meet physical requirements of the position as set forth in N.J. Department of Personnel Job Description and any future revisions thereto.

The Employer and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

SECTION III: UNION REPRESENTATIVES

Representatives of the Union, who are not employees of the Employer, shall be admitted on the premises of the Employer for Union business solely and by the Representative presenting himself or herself to the present head of the Department or his designee prior to the discussion of Union business.

The Employer agrees to recognize a maximum of two Union Representatives, a President and a delegate. One such Representative shall be granted a reasonable amount of time during his or her working hours, without loss of pay, to present, discuss and adjust a grievance with the Employer.

The Representative shall notify his or her immediate supervisor of, and request permission to investigate, any grievance. Such permission shall not be unreasonably denied.

SECTION IV: DUES DEDUCTION

Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular Union dues of said employee from his or her paycheck. This deduction will be submitted to a Union official so designated in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. This authorization may be withdrawn by such person holding employment at any time by the filing of notice of such withdrawal with the public employer disbursing officer. The filing of notice of withdrawal shall be effective to halt deductions as of the July 1 next succeeding the date on which notice of withdrawal is filed.

SECTION V: AGENCY SHOP

The Employer agrees to deduct from the pay of each employee covered by this Agreement who does not furnish written authorization for deductions of Union dues an amount equal to eighty-five percent (85%) of Union dues, commencing on the first (1st) pay after the completion of thirty (30) calendar days following the beginning of the employee's employment in a bargaining unit position.

Deduction of Union dues and agency fees made pursuant hereto shall be remitted by the Employer to F.M.B.A. Local 393 Treasurer, by the tenth (10th) day after the deductions are made.

SECTION VI: INDEMNIFICATION

F.M.B.A. Local 393 does and shall indemnify, defend and save harmless the Employer against any and all claims, fees, demands, costs, suits and/or other forms of liability that shall arise out of any deductions provided for in SECTION IV or V of ARTICLE I.

SECTION VII: COLLECTIVE BARGAINING PROCEDURES

Collective bargaining with respect to rates of pay, hours of work and other conditions of employment shall be conducted by the duly authorized bargaining agents for each of the parties.

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

A designee of the Union and not more than two additional members of the Union shall participate in collective bargaining meetings called for the purpose of negotiating collective bargaining agreements; provided, however, that not more than one of the above persons shall be on duty during the course of said negotiations without loss of pay for said collective bargaining meetings, and no such person on duty shall be excused from work assigned.

ARTICLE II

MANAGEMENT RIGHTS

It is recognized that the management of the Employer, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Employer. Accordingly, the Employer retains, without limitation, the rights to select and direct the working forces, including the right to hire, suspend, or discharge for just cause, assign, promote or transfer employees

within the Department, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work, to decide that number and locations of its facilities, stations, etc., to determine the work to be performed within the Union, maintenance and repair needs, the amount of supervision necessary, the machinery, tools and equipment required, the methods and schedules of work, and the selection, procurement, design, engineering and the control of equipment and materials, and to purchase services of others, by contract or otherwise, except as they may be otherwise specifically limited by this Agreement. No employee will be disciplined for the Employer's failure to provide any necessary machinery, tools or equipment.

ARTICLE III

SENIORITY

A. Seniority is defined as an employee's continuous length of service with the Employer, beginning with his latest date of hire.

B. LOSS OF SENIORITY: Continuous service for seniority purposes shall be broken for any of the following reasons:

1. Discharge for just cause.
2. Voluntarily quitting employment.
3. Failure to report as required following the expiration of an approved leave of absence, unless the employee has a justifiable reason for his or her inability to report.
4. Absence from work without report for five (5) consecutive working days unless reasonable and satisfactory excuse for not having notified the Employer is presented.

C. PROBATIONARY EMPLOYEES:

1. Newly hired employees shall be considered probationary employees in accordance with the guidelines established from time to time by the New Jersey Department of Personnel. Such employees may, during the probationary period, be terminated at any time with or without cause, and without any recourse against the Employer whatsoever.

2. Upon completion of the probationary period, an employee's seniority shall be determined by his or her date of commencement of employment, including the probationary period, for purposes of benefits.

D. LAYOFF:

1. In the event of layoff, departmental seniority shall prevail, provided the employee has the necessary qualifications, skills and abilities to perform whatever work may be available.

2. Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications, skills and abilities for the work available. The Employer will not hire new employees while there are employees on the recall list who have the necessary qualifications, skills and abilities to perform the duties of the vacant position unless such employees on recall refuse to accept such employment.

E. In all applications of seniority under this Article, where ability to perform work and physical fitness are equal as determined by the Employer, seniority shall be given preference in promotions, demotions, layoffs, recalls, vacation schedules and work shifts.

F. Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts on a seniority basis only when vacancies occur or changes in the number of employees per shift are being made. Where such vacancy occurs, or where there is a change in the number of employees per shift, a senior employee will not be permitted or required to wait longer than one (1) year to exercise his or her preference or shift over a less senior employee.

G. The Employer shall maintain an accurate, up-to-date seniority roster showing each employees' date of hire, classification and pay rate, and shall furnish copies of same to the Union upon reasonable request.

H. The Employer shall promptly advise the appropriate Union, representatives of any change which necessitate amendments to the seniority list.

ARTICLE IV

LEAVES OF ABSENCE

SECTION I: PAID LEAVES OF ABSENCE

A. SICK LEAVE: Sick leave for permanent employees shall accumulate on the basis of one (1) day per month from the date of hire until the expiration of one (1) full year of employment of said employee, and thereafter fifteen (15) days per year. Sick leave for provisional and temporary employees shall accumulate on the basis on one (1) day per month or twelve (12) days per year.

Sick days are credited to all permanent employees in advance on January 1st of each year. However, it must be understood that

these days are credited anticipating the employee will work the full twelve (12) months during the year.

B. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

C. If any employee is absent for reasons that entitled him to sick leave, his supervisor or his designee shall be notified prior to the employee's starting time or in conformance with department regulations.

D. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

E. Sick leave credits shall continue to accrue while the employee is on any leave with pay. Credits shall not accrue while an employee is on any leave without pay, except military leave.

F. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, not work connected.

G. Permanent employees will be permitted to use his or her sick leave for emergencies incurred by members of his or her immediate family, in accordance with the Civil Service regulations and the Civil Service definition of immediate family.

SECTION II: BEREAVEMENT PAY

A. In the event of the death of a member of the immediate family of any employee covered by this Agreement (the term "immediate family" being defined for purposes of this Section II to

mean the mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, and other relatives, who are living in the household of the employee at the time of their death), said employee shall be excused from work from the date of death until the day of burial, inclusive. The employee will be paid his or her hourly rate of pay for any such days of excused absence which occur during his or her normal workweek, but in no event more than eight (8) hours for any one (1) day.

B. In the event of the death of an employee's brother-in-law, sister-in-law, aunt, uncle, or grandparents, the employee will be excused for the day of the funeral, with pay, if he or she is scheduled to work that day.

C. It is intended that the above payment be made for such period only that the employee would actually have been working to the end that an employee will either receive the death benefits hereunder or holiday pay, vacation pay, military pay, jury duty pay, or disability benefit, as the case may be. The above provision is intended to mean to attend the funeral of the immediate family as specified above. However, if a member of the family is buried outside the United States and the employee does not attend, one (1) day's funeral pay will be paid.

D. Employees will be required to submit proof of death for the purpose of receiving payment under Section B and C.

SECTION III: OCCUPATIONAL INJURY

A. Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay. Employees who are absent in accordance with the, above, due to a job

injury, will be reimbursed to the date of injury, when substantiated by the Township Physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Worker's compensation benefits paid under the New Jersey Worker's Compensation Act for temporary disability. Such leave shall be limited to a maximum of one hundred eighty (180) working days from the date, of injury.

In the event that an injured employee receives temporary worker's compensation disability benefits during the course of the aforementioned one hundred eighty (180) working days, he or she is to endorse said draft payable to the "Township of Ewing" solely and is to tender said draft to the Township Clerk. Said tender of draft to the Clerk will be in the nature of reimbursement to the Employer for payment to the injured employee of his or her full salary during the course of the one hundred eighty (180) working day period. In the event that the injured employee does not endorse and turn over the aforementioned draft to the Township Clerk, he or she shall not then receive full pay, but only the difference between the compensation pay and his or her full pay during the one hundred eighty (180) working day period of time.

B. Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay, with no loss of seniority or other employee rights, privileges or benefits.

SECTION IV: MATERNITY LEAVE

Maternity leave applies to female employees only. For non-paid maternity leave, employees can not accrue sick or vacation

leave. Paid maternity leave employees will continue to accrue sick and vacation leave. Maternity leave without pay may be granted for a period of six (6) months, provided the request for such leave is made in writing to the Employer's Personnel Division no later than the fourth month of pregnancy and approved by the Administrator. Sickness due to pregnancy shall be covered under the sick leave regulations covered by Civil Service rules.

Hospitalization and Medical-Surgical and Life Insurance coverage will be continued in force and paid for by the Employer the first three (3) months of leave. Thereafter the Employer will continue to pay the premiums and the employee must reimburse the Employer for the cost thereof for the remainder of the leave it will be the employee's responsibility to pay the premiums.

If the employee is enrolled in a Health Maintenance Organization, the Employer will pay part of the cost of her insurance for the first three (3) months, but the employee must make arrangements to pay her monthly premium directly to the Employer. The Drug Prescription Program will continue in effect for the first three (3) months of a leave of absence without pay.

SECTION V: MILITARY LEAVE

A permanent employee who enters upon active duty with the military or naval service in time of war or emergency shall be granted a leave of absence for the period of such service and for three (3) months thereafter.

In case of service connected illness or wound which prevents him or her from returning to his employment, such leave shall be

extended until three (3) months after recovery, but not beyond the expiration of two (2) years after the date of discharge.

An employee who voluntarily continues in the military service beyond the time when he or she may be released or who voluntarily enters or re-enters the Armed Forces or who accepts a regular commission not in time of war or emergency shall be considered as having abandoned his or her employment and resigned.

A permanent employee who enlists in a reserve component of the Armed Forces of the United States or is otherwise required to perform an initial period of active duty for training pursuant to the Reserve Forces Act of 1955 (Reserve Enlistment Program) shall be granted a leave of absence for such period of training. Such leave is not considered military leave.

An employee with provisional or temporary status who enters upon active duty with the Armed Forces or who, pursuant to the Reserve Forces Act of 1955 (Reserve Enlistment Program), either enlists in a reserve component of the Armed Forces of the United States or is otherwise required to perform an initial period of active duty for training, shall be regarded as having resigned.

A permanent employee who is a member of the national guard or naval militia or of a reserve component of any of the Armed Forces of the United States who is required to undergo annual field training, shall be granted a leave of absence of up to two (2) weeks. The Employer will make up the difference in pay which the employee receives from the military and his regular pay.

A full-time temporary or provisional employee who is a member of the national guard or naval militia or of a reserve component of

the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training, shall be granted a leave of absence with pay or without pay as provided by regulation. Pay shall be defined as the difference in pay which the employee receives from the military and his regular pay.

SECTION VI: WITNESS LEAVE

When an employee is subpoenaed to appear as a witness in a Court of Law, the employee shall be paid his or her regular pay during such appearance under the following circumstances:

1. The employee is subpoenaed to testify as a witness at trial for the Employer, or
2. The employee is subpoenaed to testify as a witness to an event which he or she observes during and arising out of the course of his or her employment.

Reasonable travel time to and from the court shall be included in determining the payment due to the employee.

SECTION VII: JURY DUTY

In the event that an employee is called to jury duty, the employee will be granted time off as the court requires. The employee's absence from work will not be counted against his or her regular vacation period or sick leave accumulation. The employee will be paid only from the time required to serve on jury duty, and if there are times the employee is not scheduled for jury duty, then and in that case, the employee must report for work. All requests for jury duty leave must be filed with the Department head prior to the leave. If the employee is released from jury duty on

or before 10:30 a.m. on any morning, he or she is to return to work immediately after the lunch period.

SECTION VIII: NON-PAID LEAVE OF ABSENCE

(A) All other leaves of absence without pay shall be at the discretion of the Employer.

(B) Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits; provided, however, that sick leave and vacation leave and longevity credits shall not accrue with the exception of those on military leave.

ARTICLE V

GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner;

STEP 1: The Union, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of the date of the occurrence of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the Union within three (3) working days. However, in the event that the employee has a grievance against his or her supervisor, STEP 1 may be waived and the employee may proceed immediately to STEP 2. If the grievance or dispute is not taken up in accordance with this provision within five (5) working days of its occurrence, it shall be deemed abandoned.

STEP 2: If the grievance has not been settled, it shall be presented in writing to the Department head within five (5) days after the supervisor's response is due. The Department head shall respond to the Union in writing within three (3) days. If the grievance is not presented in writing in accordance with this stipulation within five (5) days, it shall be deemed abandoned. The employee may be represented by the local Union president or his designee. Time lost from work to process grievances, and such discussions or meetings by the grievant, and local president or his or her designee will result in no loss of pay.

STEP 3: If the grievance still remains unsettled, it shall be presented to the Business Administrator in writing within seven (7) days after the response of the Department head is due. The Business Administrator will hold a hearing within ten (10) days of receipt of presentation of the grievance to him or her. The Business Administrator shall respond in writing within five (5) days. If the grievance is not presented in writing, in accordance with this provision within seven (7) days, it shall be deemed abandoned. The employee may be represented by the local Union president or his designee. Time lost from work to process grievance, and such discussions or meetings by the grievant and local president or his designee will result in no loss of pay.

STEP 4: If the grievance still remains unsettled, it shall be presented to the Township Committee, in writing, within seven (7) days after the response of the Business Administrator is due. The Township Committee shall respond within thirty (30) days. Any grievant may request that the Township Committee conduct its

hearing in closed-session in accordance with the New Jersey Open Public Meetings Act. If the grievance is not presented in writing, in accordance with this provision within seven (7) days, it shall be deemed abandoned.

STEP 5: If the grievance still remains unsettled, the Union may, within ten (10) days after the reply of the Township Committee is due, by written notice to the Township Committee, request advisory, non-binding arbitration. In the event advisory, non-binding arbitration is not requested within ten (10) days, the grievance shall be deemed abandoned, and the matter may not then thereafter be arbitrated.

The advisory, non-binding arbitration proceedings shall be conducted by an impartial arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the New Jersey State Board of Mediation shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name, the Employer shall then strike another. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the impartial arbitrator shall be non-binding and advisory to both parties. The impartial arbitrator shall be requested to issue his decision within thirty (30) days after conclusion of testimony and argument and upon his closing of the matter.

The expense of the arbitrator's services shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings it may cause the same to be made, providing it pays for the record and makes a copy available, without charge to the other party and to the arbitrator.

The only grievances or disputes which may be submitted for advisory, non-binding arbitration shall be those arising out of the meaning, application and interpretation of the provisions of this Agreement. Nothing in the foregoing shall be construed to empower the impartial arbitrator to make any award amending, changing, subtracting from or adding to the provisions of this Agreement.

It is understood and agreed that the subject of general wages shall not be subject to advisory, non-binding arbitration.

It is intended by this provision to give an employee the option to appeal his case under the Civil Service rules and regulations and through Civil Service procedures or pursuant to advisory, non-binding arbitration, but not both. It is not intended to change, modify or alter, in any fashion, the Civil Service rules and regulations, but in effect only to give additional alternative remedy to an employee. A grievant may elect to proceed under either advisory, non-binding arbitration or Civil Service, but not both.

ARTICLE VI

HOURS OF WORK

SECTION I: WORK WEEK

The work week shall consist of five (5), eight (8) hour days.

SECTION II: WORK SCHEDULE

Work schedules showing the employee's shifts, workdays and hours of work shall be posted or provided to the employees.

Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and Employer.

SECTION III: OVERTIME

Time and one-half the employee's regular rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hour:

A. Daily - All work performed in excess of eight (8) hours in any workday.

B. Weekly - All work performed in excess of forty (40) hours.

C. Sick time and vacation time will be construed as days worked.

D. All work performed on a holiday shall be paid at time and one-half plus holiday pay.

E. In the event that any holiday shall fall on a regular workday and employees are not required to work on said holiday, such holiday shall be considered as a day worked for purposes of computing overtime.

F. The first thirty (30) minutes of overtime during any regularly scheduled day shall be non-payable. The payment of all overtime in excess of thirty (30) minutes shall revert to the beginning of the original overtime.

SECTION IV: PAY SCALES OR RATES OF PAY

The pay scales for all employees covered by this Agreement shall be as set forth in Appendix A attached.

ARTICLE VII

HOLIDAYS

A. There shall be fourteen (14) paid holidays annually during the term of this Agreement. The following days will be recognized a holidays under this Agreement:

- | | |
|----------------------------------|----------------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King's Birthday | 9. Columbus Day |
| 3. Lincoln's Birthday | 10. General Election Day |
| 4. Washington's Birthday | 11. Veteran's Day |
| 5. Good Friday | 12. Thanksgiving Day |
| 6. Memorial Day | 13. Day after Thanksgiving |
| 7. Independence Day | 14. Christmas Day. |

B. In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. In the event the Employer changes the date to comply or coordinate with the State or County, it will be celebrated on the date that either the State or County sets forth.

C. In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday. In the event the Employer changes the date to comply or coordinate with the State or County, it will be celebrated on the date that either the State or County sets forth.

D. In the event a holiday falls within an employee's vacation period, the holiday shall be celebrated at the employee's

option, unless the Employer determines that it cannot be taken at the time requested due to work requirements.

E. In order to qualify for holiday pay, employees must work his or her scheduled workday immediately preceding and his or her scheduled workday immediately following the holiday unless on an excused absence.

F. Permanent employees with four (4) or more consecutive months seniority are eligible for holiday pay.

G. Whenever a holiday falls during the time an employee is on paid sick leave that day will not be charged against his sick leave.

H. Employees who are on leave of absence without pay will not be eligible for holiday pay.

ARTICLE VIII

VACATIONS

A. All permanent employees, full time temporary and full time provisional employees, other than seasonal, shall be entitled to vacation leave based upon their years of continuous service. Periods of time on leave of absence without pay, except for military leave, shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacations with pay shall be granted to employees as follows:

From date of hire until expiration of one (1) full year of

employment of said employee..... one day per month

One year through five years..... fourteen working days

Six years through eleven years..... seventeen working days

Twelve years through seventeen years... twenty-two working days
Eighteen years and over..... twenty-three working days
Nineteen years and over..... twenty-four working days

Notwithstanding the above schedule, in the year in which an employee receives an additional number of vacation days, those additional days shall be pro-rated from the employee's anniversary date that year through the end of the calendar year.

Permanent part-time employees shall receive vacation credit allowance in the proportionate or prorated basis.

B. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

C. Vacation allowance must be taken during the current calendar year at such time as permitted unless the appointing authority determines that it cannot be taken because of pressure at work. Any unused vacation may be carried forward into the next succeeding year only.

D. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return, and for the year preceding, providing the latter can be taken during the year of return.

E. An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective.

tive and any vacation leave which may have been carried over from the preceding calendar year.

F. Whenever a permanent employee dies, having any earned annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of his death.

G. Vacation leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay, except military leave.

H. Employees called back to work while on vacation shall receive double time for that time.

I. A permanent employee is permitted to carry over one-half of his unused vacation into the following year solely, subject to approval of the Department head, and said approval shall not be unreasonably withheld. It is understood between the parties that an employee's unused vacation cannot be carried over for more than one year.

J. Employees are required to submit requests for vacation leave no later than April 15th of each calendar year. Requests received after April 15th of each calendar year are at the discretion of the Employer and will not be based on seniority.

ARTICLE IX

GENERAL PROVISIONS

A. **INVALIDITY** - If any provision of this Agreement is subsequently declared by the legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of

this Agreement shall remain in full force and effect during the duration of this Agreement. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

B. RULES AND REGULATIONS - The rules and regulations adopted previously under date of 5/14/89 are incorporated herein by reference. Proposed modifications, changes, or new rules and regulations will be discussed by the members of the bargaining unit and the respective departments prior to formal adoption. Members of the respective units may make recommendations with regard to the aforementioned proposed modifications, changes or new rules and regulations to the respective departments, although management reserves the right to modify or change rules and regulations at its discretion.

C. SAFETY AND HEALTH - In the event any employee is required to enter an area, home or any location in which a contagious or communicable disease is reported and is certified to be such by the Township Physician, the Employer shall provide for any and all medical attention and treatment as is deemed necessary by the Township Physician, including but not limited to, vaccinations or inoculations for said employee and his or her immediate family living in the employee's home.

D. LATENESS AND ABSENCE - Employees have the responsibility to notify their supervisor prior to the beginning of their assigned shift if they are to be tardy or absent.

E. CONTRACTING WORK OUT - The Employer shall have the right, at its discretion, to apportion work by contract or subcontract to others as it may see fit in order that the services which have to

be performed by the Employer may be carried out for the benefit of the public, which determination shall not be subject to the grievance procedure. Such contracting or subcontracting of work performed by the Employer employees shall not result in a mass lay-off of said employees covered by this Agreement.

F. EMERGENCY - In an emergency, each and every employee shall be subject to call for overtime duty and it is each employee's responsibility to cooperate and accept such overtime work when required. Emergency is hereby defined as that period of time when the health, safety and general welfare of the public is in jeopardy. The determination as to what conditions constitute an emergency will be at the sole discretion of the Mayor and will not be subject to the grievance procedure.

G. EMERGENCY DAY OFF - In the event that a disaster or an emergency is declared by the Mayor of Ewing Township and members of the Bargaining Unit work that day and were not released prior to the eight (8) hours for the regular shift and the other employees of the Employer do not work that day because of the declared disaster or emergency, in that event these Bargaining Unit employees who worked will be given a compensatory day. That day is to be taken at the discretion of the Department head.

ARTICLE X

INSURANCE AND RETIREMENT BENEFITS

A. The Employer will provide hospitalization and medical insurance, including major medical insurance, through New Jersey Blue Cross-Blue Shield under the 14-20 Health Plan, or a substantially comparable plan available through the State Health Benefit

Plan, to all employees and their dependents covered under this Agreement as defined in the program.

B. The Employer agrees to provide retirement benefits in accordance with applicable New Jersey Statutes.

C. The Employer will provide a prescription drug provision program through the Hospital Service Plan of New Jersey or substantially equivalent plan. The premium for said program shall be paid by the Employer and administered by same. The drug prescription program shall provide benefits to all eligible unit employees and their eligible dependents through the Hospital Service Plan of New Jersey prescription program. Each prescription required by a competent medical authority for federal legend drug shall be paid for by the carrier subject to a deductible provision which shall not exceed \$2.50 per prescription and further subject to specific procedural and administrative rules and regulations which are part of the program.

Each employee shall be provided with an authorization and identification card, a list of the participating pharmacies in the program, and brochure describing the details of the program.

D. The Employer will pay the premium for Blue Cross and Blue Shield coverage for a permanent employee and his dependents, the dependents as defined in the State of New Jersey Health Benefits program, after the permanent employee has retired, up to the date of the retired employee's death, provided said permanent employee retired after twenty-five (25) years or more of service credited in such retirement system, or those permanent employees who retired on disability pension based on few years of service

credited in such retirement system and must meet all other criteria as set forth by Chapter 88.

E. Permanent employees covered by this Agreement shall be eligible to receive eye care benefits outlined below upon presentation of receipted bills:

Full-time employees and eligible dependents as defined shall be eligible for a maximum payment of \$35.00 or the cost, whichever is less, of any eye examination by an Ophthalmologist or an Optometrist, with not more than one (1) payment per individual every two (2) years.

Full-time employees and eligible dependents as defined shall be eligible for a maximum of \$30.00 towards the cost of prescription optical lenses, with not more than one (1) payment per individual every two (2) years.

The employee and his dependents (as set forth in the State of New Jersey Health Benefit Program Act) will be eligible for the benefit after the permanent employee has been continuously employed for a minimum of ninety (90) days.

F. Upon execution of this Agreement by all parties, the Employer will provide certain dental benefits to all eligible unit employees and their eligible dependents, as set forth previously. There shall be a total \$50.00 dental deductible per year for the eligible employee and his eligible dependents. The Employer will pay a total maximum for dental services for the eligible employee and his eligible dependents in the sum of \$600.00 above the \$50.00 deductible for dental services incurred during the period January 1, 1992 to June 30, 1993, and in the sum of \$400.00 above the

\$50.00 deductible for dental services incurred during the period July 1, 1993 to June 30, 1994. The employee must submit paid receipts for actual dental services performed, and must complete and sign vouchers for the dental services to qualify for payment by the Employer.

The employee and his dependents (as set forth in the State of New Jersey Health Benefit Program Act) will be eligible for this benefit after the permanent employee has been continuously employed for a minimum of ninety (90) days.

EXAMPLES:

(1) For the period January 1, 1992 to June 30, 1993, the eligible employee and his eligible dependents incurred and expended a total sum of \$600.00 towards dental services; the employee would receive \$550.00 from the Employer.

(2) For the period July 1, 1993 to June 30, 1994, the eligible employee and his eligible dependents incurred and expended a total sum of \$600.00 for dental services; the employee would receive a total sum of \$400.00 from the Employer.

ARTICLE XI

ACCESS TO PERSONNEL FOLDER AND EVALUATIONS

A. An employee shall within five (5) working days of written request to the personnel Division have an opportunity to review his or her personnel folder in the presence of an appropriate official of the personnel Division to examine any criticism, commendation or any evaluation of his or her work performance or conduct prepared by the Employer during the term of this Agreement. He or she shall be allowed to respond in a reasonable length of

time to anything therein and said response shall be placed in his or her file.

B. Each regular written evaluation of work performance may be reviewed with the employee and the employee may place his or her signature or not place his or her signature on the evaluation form. Such signature does not mean Agreement with the contents of the evaluation unless such agreement is stated thereon.

C. The Employer agrees to provide the employee with copies of all written reprimands or other written disciplinary action taken.

ARTICLE XII

PERSONAL DAYS

Employees covered by the provisions of this Agreement shall be entitled to three (3) days per year leave of absence with pay for personal business. Said leave shall not be taken unless forty-eight (48) hours notice thereof has been given the employee's supervisor. In the event that less than 48 hours notice is given, said leave may be taken only upon authorization by said supervisor. The Employer reserves the right to deny request for personal days as conditions warrant, but authorization shall not be unreasonable withheld. Personal days shall not be taken in conjunction with vacation or sick leave.

ARTICLE XIII

MEMBERSHIP PACKETS

The Union may supply kits or packets which contain information for distribution to new employees, including the role of the Union, and membership application and a copy of this Agreement as well as other material mutually agreed to by the Employer and the Union.

The Union agrees to distribute such membership kits or packets to new employees during the initial phase of employment.

ARTICLE XIV

IN-SERVICE TRAINING

The Employer will compensate the employee, at the rate of twenty-five (.25) cents per mile, for the employee's use of his or her own motor vehicle in attending schooling and in-service training, which schooling and in-service training is required by the Business Administrators or the Township Committee. This is not intended to include certification or recertification requirements for the position held by the employee.

ARTICLE XV

WAGES AND UNIFORMS

SECTION I. WAGES

For the period January 1, 1992 to June 30, 1992, employees covered by this Agreement shall receive a 3.0% increase over their 1991 wage. (See Appendix A).

For the period July 1, 1992 to June 30, 1993 employees covered by this Agreement shall receive a 4.5% increase over the previous period wage. (See Appendix A).

For the period July 1, 1993 to June 30, 1994, employees covered by this Agreement shall receive a 5% increase over the previous period wage. (See Appendix A).

SECTION II: UNIFORM ALLOWANCE

For the period January 1, 1992 to June 30, 1992, employees covered by this Agreement will receive a uniform allowance of \$250.00, and for each of the two fiscal years thereafter during the

term hereof, they will receive an annual uniform allowance of \$500.00.

ARTICLE XVI

TERM OF CONTRACT

This Agreement shall be effective as of the first day of January, 1992, and shall remain in full force and effect until midnight on June 30, 1994.

Negotiations concerning any renewal or replacement of this Agreement shall commence on March 1, 1994, by and between the parties hereto by notice by either served, regular mail, upon the other.

ARTICLE XVII

SEPARABILITY AND SAVINGS

If any provision of this Agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction, including, but not limited to, the New Jersey Department of Civil Service, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to its validity, such provision shall be inoperative but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVIII

FULLY BARGAINED

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and incorporate the complete and final understanding, and settlement by the parties of

all bargainable issues which were or could have been the subject of negotiations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first hereinabove written.

WITNESS:

TOWNSHIP OF EWING

By: _____

WITNESS:

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION, LOCAL 393

Mary E. Leary

By: Theodore C. Bowman Jr

EMERGENCY MEDICAL TECHNICIAN

APPENDIX A

<u>January 1, 1992 - June 30, 1992</u>	3%	<u>HOURLY</u>	<u>ANNUAL</u>
E.M.T. - first year		12.29	25,563
E.M.T. - after first year		13.25	27,551.47

<u>July 1, 1992 - June 30, 1993</u>	4.5%		
E.M.T. - first year		12.29	25,563
E.M.T. - after first year		13.84	28,791.29

<u>July 1, 1993 - June 30, 1994</u>	5%		
E.M.T. - first year		12.29	25,563
E.M.T. - after first year		14.53	30,230.85